

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

**UNITED STATE DEPARTMENT OF
AGRICULTURE,**

Plaintiff,

v.

NATALIE C. THEBERGE

Defendant

Case No. 1:25-cv-00140-LEW

**ANSWER OF DEFENDANT
TO COMPLAINT FOR FORECLOSURE AND SALE**

Defendant Natalie C. Theberge answers the Complaint of the United States Department of Agriculture and says:

1. Defendant admits the allegations of Paragraph 1 of the Complaint.
2. Defendant admits the allegations of Paragraph 2 of the Complaint.
3. Defendant admits the allegations of Paragraph 3 of the Complaint.
4. Defendant admits the allegations of Paragraph 4 of the Complaint.
5. Defendant denies the allegations of Paragraph 5 of the Complaint but admits that she executed and delivered the promissory note to the United States of America.
6. Defendant denies the allegations of Paragraph 6 of the Complaint but admits that she granted the mortgage in issue to the United States of America.
7. Defendant admits the allegations of Paragraph 7 of the Complaint.
8. Defendant admits the allegations of Paragraph 8 of the Complaint.
9. Defendant admits the allegations of Paragraph 9 of the Complaint.
10. Defendant denies the allegations of Paragraph 10 of the Complaint.

11. Defendant lacks knowledge or information sufficient to form a belief about the truth of the allegations of Paragraph 11 of the Complaint.
12. Defendant admits the allegations of Paragraph 12 of the Complaint.
13. Defendant admits the allegations of Paragraph 13 of the Complaint.
14. Defendant admits the allegations of Paragraph 14 of the Complaint.
15. Defendant admits that Plaintiff is making the certification stated in Paragraph 15 of the Complaint but asserts that said certification is false and that Plaintiff is not the owner of the note and the mortgage and is not the party entitled to enforce them.

ADDITIONAL DEFENSES

- A. “The United States Department of Agriculture” is not the real party in interest and has no standing to maintain this action as the promissory note is payable to “the United States of America” and the grantee and owner of the mortgage for which foreclosure is sought is “the United States of America.”
- B. The complaint fails to state a claim upon which relief can be granted because Plaintiff failed to comply with the provisions of 14 M.R.S. § 6111.
- C. Plaintiff’s claims are barred due to the failure of the United States to comply with the regulations applicable to this loan as incorporated into the terms of the Note.
- D. Plaintiff’s claims are barred due to the laches of Plaintiff in the enforcement of its rights under the mortgage.
- E. Plaintiff’s claims are barred by the doctrine of unclean hands.

WHEREFORE, Defendant demands judgment against Plaintiff and that she be awarded her costs and attorney fees incurred in the defense of this action.

DATED: June 16, 2025

/s/ Thomas A. Cox

Thomas A. Cox, Esq. Me. Bar No. 1248

Attorney for Defendant Natalie C. Theberge

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